

EXHIBIT B

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PIZZA ASIA VENTURES, INC.
7

8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

10 SHAKEY'S PIZZA ASIA
11 VENTURES, INC, a Philippines
corporation,

12 Plaintiff,

13 v.

14 PCJV USA, LLC, a Delaware limited
liability company; PCI TRADING
15 , LLC, a Delaware limited liability
company; GUY KOREN, an individual;
16 POTATO CORNER LA GROUP, LLC,
a California limited liability company;
17 NKM CAPITAL GROUP, LLC, a
California limited liability company; J
18 & K AMERICANA, LLC, a California
limited liability company; J&K
19 LAKEWOOD, LLC, a California
limited liability company; J&K
20 VALLEY FAIR, LLC, a California
limited liability company; J & K
21 ONTARIO, LLC, a California limited
liability company; HLK MILPITAS,
22 LLC, a California, limited liability
company; GK CERRITOS, LLC, a
23 California, limited liability company;
J&K PC TRUCKS, LLC, a California
24 limited liability company; and GK
CAPITAL GROUP, LLC, a California
25 limited liability company,

26 Defendants.
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Case No. 2:24-cv-04546-SB(AGR_x)

Hon. Stanley Blumenfeld, Jr.

**PLAINTIFF SHAKEY'S PIZZA
ASIA VENTURES, INC.'S INITIAL
DISCLOSURES PURSUANT TO
FEDERAL RULE OF CIVIL
PROCEDURE 26(A)(1)**

Action Filed: May 31, 2024

Trial Date: August 4, 2025

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1 Pursuant to Federal Rule of Civil Procedure 26(a)(1) (“Rule 26(a)(1)”),
2 Plaintiff Shakey’s Pizza Asia Ventures, Inc. (“SPAVI”) hereby provides the
3 following initial disclosures. These disclosures are based on allegations set forth in
4 SPAVI’s operative First Amended Complaint (Dkt. 65) and on information
5 reasonably and presently available to SPAVI. SPAVI expressly reserves the right to
6 supplement these disclosures.

7 By making these disclosures, SPAVI does not represent that it is identifying
8 every document, tangible thing, or witness possibly relevant to this action. SPAVI
9 expressly reserves all rights to object to the production of any information below,
10 including on the grounds that such information is protected from disclosure by the
11 attorney-client privilege, the attorney work product doctrine, or other applicable
12 privileges. SPAVI also reserves the right to object to the admissibility of any of the
13 information below.

14 **I. INDIVIDUALS LIKELY TO HAVE DISCOVERABLE INFORMATION**

15 Based on information reasonably available to SPAVI at this time, SPAVI
16 identifies the following individuals who are likely to have discoverable information
17 that it may use – other than solely for impeachment – to support its causes of action
18 in this action. SPAVI expressly reserves the right to identify additional individuals
19 after discovery commences.

20 NAME	21 ADDRESS/PHONE	22 SUBJECT(S)
23 Guy Koren	24 Contact through 25 Defendants’ counsel	26 Defendants’ access to, use of, 27 and/or claims of ownership to the 28 “Potato Corner Intellectual Property,” as defined in the operative Complaint (Dkt. 65); actual, purported, proposed, negotiated, drafted, amended, abandoned, terminated, or ongoing agreements (whether written, verbal, or implied) governing Defendants’ access to, use of,

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NAME	ADDRESS/PHONE	SUBJECT(S)
		and/or claims of ownership to the Potato Corner Intellectual Property; Defendants' communications and dealings with the prior licensor of the Potato Corner Intellectual Property, as well as representatives of the prior 60% owner, Potato Corner International, Inc., including prior litigation and the settlement thereof; Defendants' communications and dealings with SPAVI; franchisor-franchisee dealings, licensor-licensee dealings, and/or licensee-sublicensee dealings between and among Defendants, including franchise agreements; Defendants' revenue, earnings, and profits arising from their use of the Potato Corner Intellectual Property; consumer confusion arising from Defendants' use of Potato Corner Intellectual Property; operations, policies, practices, relationships, as well as any intellectual property used, owned, licensed by any of the Defendants; policies, practices, statements, representations, and facts as contained in any of PCJV's Franchise Disclosure Documents; existence, communication of, and compliance with obligations of confidentiality, and the secrecy and proprietary nature of Potato Corner Intellectual Property; any and all confidential, proprietary, trade secret, and or "know how" owned, used, disclosed, received, by any party to this litigation; any other facts relevant to any of SPAVI's

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NAME	ADDRESS/PHONE	SUBJECT(S)
		claims or Defendants’ defenses; Koren’s role, activities, communications and any other act related to the “Potato Corner” brand, PCJV, PCI Trading, LLC, Cinco Corporation, Potato Corner International, SPAVI, and any of their officers, directors, managers, agents and/or contractors; willfulness and intent
Amir Jacoby	Can be reached through counsel: Jim Cooper Levinson Arshonsky & Kurtz LLP 15303, Ventura Boulevard, Suite 1650 Sherman Oaks, CA, 91403	Defendants’ access to, use of, and/or claims of ownership to the Potato Corner Intellectual Property; actual, purported, proposed, negotiated, drafted, amended, abandoned, terminated, or ongoing agreements (whether written, verbal, or implied) governing Defendants’ access to, use of, and/or claims of ownership to the Potato Corner Intellectual Property; Defendants’ communications and dealings with the prior licensor of the Potato Corner Intellectual Property, including prior litigation and the settlement thereof; operations, policies, practices, relationships, as well as any intellectual property used, owned, licensed by any of the Defendants; policies, practices, statements, representations, and facts as contained in any of PCJV’s Franchise Disclosure Documents; existence, communication of, and compliance with obligations of confidentiality, and the secrecy and proprietary nature of Potato Corner

1	NAME	ADDRESS/PHONE	SUBJECT(S)
2			Intellectual Property; any and all
3			confidential, proprietary, trade
4			secret, and or “know how” owned,
5			used, disclosed, received, by any
6			party to this litigation, any other
7			facts relevant to any of Defendants’
8			defenses or claims; Jacoby’s role,
9			activities, communications and any
10			other act related to the “Potato
11			Corner” brand, PCJV, PCI Trading,
12			LLC, Cinco Corporation, Potato
13	Inbal Jacoby	Can be reached	Defendants’ access to, use of,
14		through counsel:	and/or claims of ownership to the
15		Jim Cooper	Potato Corner Intellectual Property;
16		Levinson Arshonsky	actual, purported, proposed,
17		& Kurtz LLP	negotiated, drafted, amended,
18		15303, Ventura	abandoned, terminated, or ongoing
19		Boulevard, Suite 1650	agreements (whether written,
20		Sherman Oaks, CA,	verbal, or implied) governing
21		91403	Defendants’ access to, use of,
22			and/or claims of ownership to the
23			Potato Corner Intellectual Property;
24			Defendants’ communications and
25			dealings with the prior licensor of
26			the Potato Corner Intellectual
27			Property, including prior litigation
28			and the settlement thereof;
			operations, policies, practices,
			relationships, as well as any
			intellectual property used, owned,
			licensed by any of the Defendants;
			policies, practices, statements,
			representations, and facts as
			contained in any of PCJV’s

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1	NAME	ADDRESS/PHONE	SUBJECT(S)
2			Franchise Disclosure Documents;
3			existence, communication of, and
4			compliance with obligations of
5			confidentiality, and the secrecy and
6			proprietary nature of Potato Corner
7			Intellectual Property; any and all
8			confidential, proprietary, trade
9			secret, and or “know how” owned,
10			used, disclosed, received, by any
11			party to this litigation, any other
12			facts relevant to any of Defendants’
13			defenses or claims; Jacoby’s role,
14			activities, communications and any
15			other act related to the “Potato
16			Corner” brand, PCJV, PCI Trading,
17			LLC, Cinco Corporation, Potato
18			Corner International, SPAVI, and
19			any of their officers, directors,
20			managers, agents and/or contractors
21	Amit Nemanim	Contact information	Defendants’ access to, use of,
22		unknown at this time	and/or claims of ownership to the
23			Potato Corner Intellectual Property;
24			Defendants access to, use of, and
25			ownership of any other intellectual
26			property; actual, purported,
27			proposed, negotiated, drafted,
28			amended, abandoned, terminated, or
			ongoing agreements (whether
			written, verbal, or implied)
			governing Defendants’ access to,
			use of, and/or claims of ownership
			to the Potato Corner Intellectual
			Property; Defendants’
			communications and dealings with
			the prior licensor of the Potato
			Corner Intellectual Property
	Emily Garcia	Contact information	Revenue enjoyed by and

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NAME	ADDRESS/PHONE	SUBJECT(S)
	unknown at this time	Defendants' profits from use of Potato Corner Intellectual Property and damages; treatment by PCJV and Defendants of Potato Corner Intellectual Property; uses of Potato Corner Intellectual Property; of actual, purported, proposed, negotiated, drafted, amended, abandoned, terminated, or ongoing agreements (whether written, verbal, or implied) governing Defendants' access to, use of, and/or claims of ownership to the Potato Corner Intellectual Property; Defendants' communications and dealings with the prior licensor of the Potato Corner Intellectual Property, including prior litigation and the settlement thereof; seasonings purchased by any of the Defendants at any point in the stream of commerce from the supplier through each individual store; operations, policies, practices, relationships, as well as any intellectual property used, owned, licensed by any of the Defendants; the operations, activities, agreements of each Defendant; policies, practices, statements, representations, and facts as contained in any of PCJV's Franchise Disclosure Documents, any and all confidential, proprietary, trade secret, and or "know how" owned, used, disclosed, received, by any party to this litigation, any other facts relevant to any of Defendants'

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NAME	ADDRESS/PHONE	SUBJECT(S)
		defenses or claims; witnesses' role, activities, communications and any other act related to the "Potato Corner" brand, PCJV, PCI Trading, LLC, Cinco Corporation, Potato Corner International, SPAVI, and any of their officers, directors, managers, agents and/or contractors; willfulness and intent
Christopher Passmore (formerly of Martini Apkovi Partners, LLP; now of Withum)	16830 Ventura Blvd # 501, Encino, CA 91436; (818) 789-1179	Revenue enjoyed by and Defendants' profits from use of Potato Corner Intellectual Property and damages; accounting treatment by PCJV and Defendants of Potato Corner Intellectual Property and documentation of rights; Defendants' access to, use of, and/or claims of ownership to the Potato Corner Intellectual Property; Defendants access to, use of, and ownership of any other intellectual property; uses of Potato Corner Intellectual Property; of actual, purported, proposed, negotiated, drafted, amended, abandoned, terminated, or ongoing agreements (whether written, verbal, or implied) governing Defendants' access to, use of, and/or claims of ownership to the Potato Corner Intellectual Property; Defendants' communications and dealings with the prior licensor of the Potato Corner Intellectual Property, including prior litigation and the settlement thereof; seasonings purchased by any of the Defendants at any point in the stream of

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NAME	ADDRESS/PHONE	SUBJECT(S)
		commerce from the supplier through each individual store; operations, policies, practices, relationships, as well as any intellectual property used, owned, licensed by any of the Defendants; the operations, activities, agreements of each Defendant; policies, practices, statements, representations, and facts as contained in any of PCJV's Franchise Disclosure Documents, any and all confidential, proprietary, trade secret, and or "know how" owned, used, disclosed, received, by any party to this litigation, any other facts relevant to any of Defendants' defenses or claims; witnesses' role, activities, communications and any other act related to the "Potato Corner" brand, PCJV, PCI Trading, LLC, Cinco Corporation, Potato Corner International, SPAVI, and any of their officers, directors, managers, agents and/or contractors; willfulness and intent
Fed. R. Civ. Proc. 30(b)(6) Person Most Knowledgeable of Martini Apkovi Partners, LLP	16830 Ventura Blvd # 501, Encino, CA 91436; (818) 789-1179	Revenue enjoyed by and Defendants' profits from use of Potato Corner Intellectual Property and damages; accounting treatment by PCJV and Defendants of Potato Corner Intellectual Property and documentation of rights; Defendants' access to, use of, and/or claims of ownership to the Potato Corner Intellectual Property; Defendants access to, use of, and

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NAME	ADDRESS/PHONE	SUBJECT(S)
		ownership of any other intellectual property; uses of Potato Corner Intellectual Property; of actual, purported, proposed, negotiated, drafted, amended, abandoned, terminated, or ongoing agreements (whether written, verbal, or implied) governing Defendants’ access to, use of, and/or claims of ownership to the Potato Corner Intellectual Property; Defendants’ communications and dealings with the prior licensor of the Potato Corner Intellectual Property, including prior litigation and the settlement thereof; seasonings purchased by any of the Defendants at any point in the stream of commerce from the supplier through each individual store; operations, policies, practices, relationships, as well as any intellectual property used, owned, licensed by any of the Defendants; the operations, activities, agreements of each Defendant; policies, practices, statements, representations, and facts as contained in any of PCJV’s Franchise Disclosure Documents, any and all confidential, proprietary, trade secret, and or “know how” owned, used, disclosed, received, by any party to this litigation, any other facts relevant to any of Defendants’ defenses or claims; witnesses’ role, activities, communications and any other act related to the “Potato

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NAME	ADDRESS/PHONE	SUBJECT(S)
		Corner” brand, PCJV, PCI Trading, LLC, Cinco Corporation, Potato Corner International, SPAVI, and any of their officers, directors, managers, agents and/or contractors; willfulness and intent
Unidentified accounting professionals hired by PCJV USA, LLC after Passmore ceased to perform accounting (sometime after 2018) and for each of the Defendants	Presently undetermined and/or unknown	Revenue enjoyed by and Defendants’ profits from use of Potato Corner Intellectual Property and damages; accounting treatment by PCJV and Defendants of Potato Corner Intellectual Property and documentation of rights; Defendants’ access to, use of, and/or claims of ownership to the Potato Corner Intellectual Property; Defendants access to, use of, and ownership of any other intellectual property; uses of Potato Corner Intellectual Property; of actual, purported, proposed, negotiated, drafted, amended, abandoned, terminated, or ongoing agreements (whether written, verbal, or implied) governing Defendants’ access to, use of, and/or claims of ownership to the Potato Corner Intellectual Property; Defendants’ communications and dealings with the prior licensor of the Potato Corner Intellectual Property, including prior litigation and the settlement thereof; seasonings purchased by any of the Defendants at any point in the stream of commerce from the supplier through each individual store; operations, policies, practices,

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NAME	ADDRESS/PHONE	SUBJECT(S)
		relationships, as well as any intellectual property used, owned, licensed by any of the Defendants; the operations, activities, agreements of each Defendant; policies, practices, statements, representations, and facts as contained in any of PCJV's Franchise Disclosure Documents, any and all confidential, proprietary, trade secret, and or "know how" owned, used, disclosed, received, by any party to this litigation, any other facts relevant to any of Defendants' defenses or claims; witnesses' role, activities, communications and any other act related to the "Potato Corner" brand, PCJV, PCI Trading, LLC, Cinco Corporation, Potato Corner International, SPAVI, and any of their officers, directors, managers, agents and/or contractors; willfulness and intent
Alon Koren	(310) 409-6662; on information and belief, Defendants' counsel is in possession of other relevant contact information	Defendants' access to and use of the Potato Corner Intellectual Property; actual, purported, proposed, negotiated, drafted, amended, abandoned, terminated, or ongoing agreements (whether written, verbal, or implied) governing Defendants' access to, use of, and/or claims of ownership to the Potato Corner Intellectual Property; Defendants' communications and dealings with the prior licensor of the Potato Corner Intellectual Property, including prior litigation

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NAME	ADDRESS/PHONE	SUBJECT(S)
		and the settlement thereof; Defendants’ communications and dealings with the prior licensor of the Potato Corner Intellectual Property, including prior litigation and the settlement thereof; seasonings purchased by any of the Defendants at any point in the stream of commerce from the supplier through each individual store; operations, policies, practices, relationships, as well as any intellectual property used, owned, licensed by any of the Defendants; the operations, activities, agreements of each Defendant; policies, practices, statements, representations, and facts as contained in any of PCJV’s Franchise Disclosure Documents, any and all confidential, proprietary, trade secret, and or “know how” owned, used, disclosed, received, by any party to this litigation, any other facts relevant to any of Defendants’ defenses or claims; witnesses’ role, activities, communications and any other act related to the “Potato Corner” brand, PCJV, PCI Trading, LLC, Cinco Corporation, Potato Corner International, SPAVI, and any of their officers, directors, managers, agents and/or contractors; willfulness and intent
Erlinda Bartholome	Contact information unknown at this time	Defendants’ access to, use of, and/or claims of ownership to the Potato Corner Intellectual Property;

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NAME	ADDRESS/PHONE	SUBJECT(S)
		actual, purported, proposed, negotiated, drafted, amended, abandoned, terminated, or ongoing agreements (whether written, verbal, or implied) governing Defendants’ access to, use of, and/or claims of ownership to the Potato Corner Intellectual Property; Defendants’ communications and dealings with the prior licensor of the Potato Corner Intellectual Property, including prior litigation and the settlement thereof; Bartolome’s role, activities, communications and any other act related to the “Potato Corner” brand, PCJV, PCI Trading, LLC, Cinco Corporation, Potato Corner International, SPAVI, and any of their officers, directors, managers, agents and/or contractors; operations, policies, practices, relationships, as well as any intellectual property used, owned, licensed by any of the Defendants; policies, practices, statements, representations, and facts as contained in any of PCJV’s Franchise Disclosure Documents; existence, communication of, and compliance with obligations of confidentiality, and the secrecy and proprietary nature of Potato Corner Intellectual Property; willfulness and intent
Jose Arnold T. Alvero	Contact through SPAVI’s counsel	Defendants’ communications and dealings with the prior licensor of the Potato Corner Intellectual

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NAME	ADDRESS/PHONE	SUBJECT(S)
		Property, including prior litigation and the settlement thereof; Defendants' communications and dealings with the prior licensor of the Potato Corner Intellectual Property, including prior litigation and the settlement thereof; Defendants' communications and dealings with SPAVI; franchisor-franchisee dealings, licensor-licensee dealings, and/or licensee-sublicensee dealings between and among Defendants, including franchise agreements; Defendants' false designation of origin arising from their use of Potato Corner Intellectual Property; acquisition of the "Potato Corner" brand from the prior owner, and SPAVI's ownership of the intellectual property at issue and claimed by any party to this action
Vicente Gregorio	Contact through SPAVI's counsel	Defendants' communications and dealings with the prior licensor of the Potato Corner Intellectual Property, including prior litigation and the settlement thereof; Defendants' communications and dealings with the prior licensor of the Potato Corner Intellectual Property, including prior litigation and the settlement thereof; Defendants' communications and dealings with SPAVI; franchisor-franchisee dealings, licensor-licensee dealings, and/or licensee-sublicensee dealings between and among Defendants, including

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NAME	ADDRESS/PHONE	SUBJECT(S)
		franchise agreements; Defendants' false designation of origin arising from their use of Potato Corner Intellectual Property; acquisition of the "Potato Corner" brand from the prior owner, and SPAVI's ownership of the intellectual property at issue and claimed by any party to this action
Yiow Leong-Tan	Contact through SPAVI's counsel	Defendants' communications and dealings with SPAVI; franchisor-franchisee dealings, licensor-licensee dealings, and/or licensee-sublicensee dealings between and among Defendants, including franchise agreements; Defendants' false designation of origin arising from their use of Potato Corner Intellectual Property
Jose P. Magsaysay, Jr.	Contact through SPAVI's counsel	Defendants' access to, use of, and/or claims of ownership to the Potato Corner Intellectual Property; actual, purported, proposed, negotiated, drafted, amended, abandoned, terminated, or ongoing agreements (whether written, verbal, or implied) governing Defendants' access to, use of, and/or claims of ownership to the Potato Corner Intellectual Property; operations, policies, practices, relationships, as well as any intellectual property used, owned, licensed by any of the Defendants; secrecy and proprietary nature of Potato Corner Intellectual Property; Defendants' communications and

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NAME	ADDRESS/PHONE	SUBJECT(S)
		dealings with the prior licensor of the Potato Corner Intellectual Property, including prior litigation and the settlement thereof; Defendants' communications and dealings with the prior licensor of the Potato Corner Intellectual Property, including prior litigation and the settlement thereof; Defendants' communications and dealings with SPAVI; franchisor-franchisee dealings, licensor-licensee dealings, and/or licensee-sublicensee dealings between and among Defendants, including franchise agreements; Defendants' revenue, earnings, and profits arising from their use of the Potato Corner Intellectual Property; Defendants' false designation of origin arising from their use of Potato Corner Intellectual Property; acquisition of the "Potato Corner" brand from the prior owner, and SPAVI's ownership of the intellectual property at issue and claimed by any party to this action
Hazel Sazon	Contact through SPAVI's counsel	SPAVI's trade secrets, confidential information, proprietary information, included within the Potato Corner Intellectual Property; Defendants' access to, use of, and/or claims of ownership to SPAVI's trade secrets included within the Potato Corner Intellectual Property; trade secrecy of seasonings and other trade secrets, as well as confidentiality

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NAME	ADDRESS/PHONE	SUBJECT(S)
		within SPAVI and what information is confidential; willfulness and intent
Mario Rosario L. Ybanez	Contact through SPAVI's counsel	The ownership and nature of the Potato Corner Intellectual Property; Defendants' false designation of origin arising from their use of Potato Corner Intellectual Property; SPAVI's contracts, agreements, policies, procedures governing any of Potato Corner Intellectual Property and any other; acquisition of Potato Corner from the prior owner, and SPAVI's ownership of the intellectual property at issue and claimed by any party to this action; SPAVI's trade secrets, confidential information, proprietary information, included within the Potato Corner Intellectual Property; Defendants' access to, use of, and/or claims of ownership to SPAVI's trade secrets included within the Potato Corner Intellectual Property
Myrose A. Victor	Contact through SPAVI's counsel	Defendants' access to, use of, and/or claims of ownership to the Potato Corner Intellectual Property; actual, purported, proposed, negotiated, drafted, amended, abandoned, terminated, or ongoing agreements (whether written, verbal, or implied) governing Defendants' access to, use of, and/or claims of ownership to the Potato Corner Intellectual Property; Defendants' communications and

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NAME	ADDRESS/PHONE	SUBJECT(S)
		dealings with the prior licensor of the Potato Corner Intellectual Property, including prior litigation and the settlement thereof; Defendants' communications and dealings with SPAVI; franchisor-franchisee dealings, licensor-licensee dealings, and/or licensee-sublicensee dealings between and among Defendants, including franchise agreements; Defendants' revenue, earnings, and profits arising from their use of the Potato Corner Intellectual Property; Defendants' false designation of origin arising from their use of Potato Corner Intellectual Property; acquisition of Potato Corner from the prior owner, and SPAVI's ownership of the intellectual property at issue and claimed by any party to this action, SPAVI's trade secrets, confidential information, proprietary information, included within the Potato Corner Intellectual Property; Defendants' access to, use of, and/or claims of ownership to SPAVI's trade secrets included within the Potato Corner Intellectual Property
Jorge Q. Ma. Concepcion	Contact through SPAVI's counsel	United States operations of SPAVI and/or subsidiaries from January 1, 2025 through the present; the operations and actions of PCJV's franchisees and SPAVI's licensees during the same; Defendants' access to, use of, and/or claims of

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NAME	ADDRESS/PHONE	SUBJECT(S)
		ownership to the Potato Corner Intellectual Property; Defendants' and third party franchisees' communications and dealings with SPAVI; franchisor-franchisee dealings, licensor-licensee dealings, and/or licensee-sublicensee dealings between and among Defendants, including franchise agreements; Defendants' revenue, earnings, and profits arising from their use of the Potato Corner Intellectual Property; consumer confusion arising from Defendants' use of Potato Corner Intellectual Property; SPAVI's trade secrets, confidential information, proprietary information, included within the Potato Corner Intellectual Property
Presently unidentified individuals who are employed by, officers or directors of, investors in, or who have privity of any kind with any of the named Defendants	On information and belief, contact through Defendants' counsel	Defendants' access to, use of, and/or claims of ownership to the Potato Corner Intellectual Property; actual, purported, proposed, negotiated, drafted, amended, abandoned, terminated, or ongoing agreements (whether written, verbal, or implied) governing Defendants' access to, use of, and/or claims of ownership to the Potato Corner Intellectual Property; Defendants' communications and dealings with the prior licensor of the Potato Corner Intellectual Property, including prior litigation and the settlement thereof; Defendants' communications and dealings with SPAVI; franchisor-franchisee dealings, licensor-

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NAME	ADDRESS/PHONE	SUBJECT(S)
		licensee dealings, and/or licensee-sublicensee dealings between and among Defendants, including franchise agreements; Defendants' revenue, earnings, and profits arising from their use of the Potato Corner Intellectual Property; consumer confusion arising from Defendants' use of Potato Corner Intellectual Property; operations, policies, practices, relationships, as well as any intellectual property used, owned, licensed by any of the Defendants; policies, practices, statements, representations, and facts as contained in any of PCJV's Franchise Disclosure Documents; existence, communication of, and compliance with obligations of confidentiality, and the secrecy and proprietary nature of Potato Corner Intellectual Property; any and all confidential, proprietary, trade secret, and or "know how" owned, used, disclosed, received, by any party to this litigation, any other facts relevant to any of Defendants' defenses or claims; Koren's role, activities, communications and any other act related to the "Potato Corner" brand, PCJV, PCI Trading, LLC, Cinco Corporation, Potato Corner International, SPAVI, and any of their officers, directors, managers, agents and/or contractors; willfulness and intent
Frank Shaikh	On information and belief, Defendants'	Defendants' access to, use of, and/or claims of ownership to the

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NAME	ADDRESS/PHONE	SUBJECT(S)
	counsel is in possession of relevant contact information	Potato Corner Intellectual Property; franchisor-franchisee dealings, licensor-licensee dealings, and/or licensee-sublicensee dealings between and among Defendants and/or third party franchisees, including franchise agreements; operations, policies, practices, relationships, as well as any intellectual property used, owned, licensed by any of the Defendants; policies, practices, statements, representations, and facts as contained in any of PCJV's Franchise Disclosure Documents; existence, communication of, and compliance with obligations of confidentiality, and the secrecy and proprietary nature of Potato Corner Intellectual Property; Defendants' revenue, earnings, and profits arising from their use of the Potato Corner Intellectual Property; consumer confusion arising from Defendants' use of Potato Corner Intellectual Property; willfulness and intent
Malik Hussain	On information and belief, Defendants' counsel is in possession of relevant contact information	Defendants' access to, use of, and/or claims of ownership to the Potato Corner Intellectual Property; franchisor-franchisee dealings, licensor-licensee dealings, and/or licensee-sublicensee dealings between and among Defendants, including franchise agreements; operations, policies, practices, relationships, as well as any intellectual property used, owned,

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NAME	ADDRESS/PHONE	SUBJECT(S)
		licensed by any of the Defendants; policies, practices, statements, representations, and facts as contained in any of PCJV's Franchise Disclosure Documents; existence, communication of, and compliance with obligations of confidentiality, and the secrecy and proprietary nature of Potato Corner Intellectual Property; Defendants' revenue, earnings, and profits arising from their use of the Potato Corner Intellectual Property; consumer confusion arising from Defendants' use of Potato Corner Intellectual Property; existence, communication of, and compliance with obligations of confidentiality, and the secrecy and proprietary nature of Potato Corner Intellectual Property; willfulness and intent
Presently unidentified individuals that are employed by, officers or directors of, investors in, or who have privity of any kind with any of the "Potato Corner" stores not owned or operated by any of the named Defendants	Presently undetermined and/or unknown	Defendants' access to, use of, and/or claims of ownership to the Potato Corner Intellectual Property; franchisor-franchisee dealings, licensor-licensee dealings, and/or licensee-sublicensee dealings between and among Defendants, including franchise agreements; Defendants' revenue, earnings, and profits arising from their use of the Potato Corner Intellectual Property; consumer confusion arising from Defendants' use of Potato Corner Intellectual Property; existence, communication of, and compliance with obligations of confidentiality, and the secrecy and proprietary

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NAME	ADDRESS/PHONE	SUBJECT(S)
		nature of Potato Corner Intellectual Property; operations, policies, practices, relationships, as well as any intellectual property used, owned, licensed by any of the Defendants; policies, practices, statements, representations, and facts as contained in any of PCJV's Franchise Disclosure Documents; existence, communication of, and compliance with obligations of confidentiality, and the secrecy and proprietary nature of Potato Corner Intellectual Property; willfulness and intent
Presently unidentified individuals that are employed by officers or directors of, investors in, or who have privity of any kind with any Bunzl Public Limited Company	Presently undetermined and/or unknown	Defendants' access to, use of, and/or claims of ownership to the Potato Corner Intellectual Property; franchisor-franchisee dealings, licensor-licensee dealings, and/or licensee-sublicensee dealings between and among Defendants, including franchise agreements; Defendants' revenue, earnings, and profits arising from their use of the Potato Corner Intellectual Property
Presently unidentified employees, vendors, and third parties that which have engaged in marketing of the "Potato Corner" brand through campaigns, media sponsorships	Presently undetermined and/or unknown	Defendants' access to, use of, and/or claims of ownership to the Potato Corner Intellectual Property; the scope of Defendants' use of Potato Corner Intellectual Property; injury and damages and the need for injunctive relief; willfulness and intent
Suppliers of SPAVI	Presently	Consumer confusion;

NAME	ADDRESS/PHONE	SUBJECT(S)
that SPAVI is obligated to not disclose publicly, and presently unidentified employees and suppliers and vendors of Defendants, particularly with regards to seasonings	undetermined and/or unknown or can be reached though SPAVI's counsel of record	misappropriation of trade secrets, reverse engineering of seasonings , and disclosure of trade secrets and confidential information; existence, communication of, and compliance with obligations of confidentiality, and the secrecy and proprietary nature of Potato Corner Intellectual Property; operations, policies, practices, relationships, as well as any intellectual property used, owned, licensed by any of the Defendants; policies, practices, statements, representations, and facts as contained in any of PCJV's Franchise Disclosure Documents; existence, communication of, and compliance with obligations of confidentiality, and the secrecy and proprietary nature of Potato Corner Intellectual Property
Presently unidentified customers of franchisees and affiliate owned stores of PCJV	Presently undetermined and/or unknown	Consumer confusion; misappropriation of trade secrets

In addition, SPAVI anticipates that other presently unknown individuals may have discoverable information that SPAVI may use to support its causes of action. SPAVI also identifies any individual(s) identified in the Rule 26(a)(1) initial disclosures of any of the named Defendants and expert witnesses to be disclosed at a later time and date in accordance with Federal Rule of Civil Procedure 26(a)(2). SPAVI's investigation is ongoing.

II. DOCUMENTS AND TANGIBLE THINGS

Subject to the attorney-client privilege, the attorney work product doctrine, and other applicable privileges, SPAVI identifies the following categories of documents, electronically stored information, and tangible things presently in its possession, custody, or control that it may use to support its causes of action. To the extent these documents contain non-public, confidential, or proprietary information, they will be produced only upon entry of an appropriate protective order governing discovery in this matter:

- Documents relating to intellectual property comprising the Potato Corner brand, as defined in the operative First Amended Complaint (Dkt. 65) (the “Potato Corner Intellectual Property”), including documents showing SPAVI’s ownership of the Potato Corner brand, trademark registration documents filed with the U.S. Patent and Trademark Office, documents evidencing SPAVI’s trade secrets included within the Potato Corner Intellectual Property, protectability of any of the Potato Corner Intellectual Property (including the maintenance of secrecy of any confidential, proprietary, and/or trade secret information); the value to SPAVI arising out of any of the Potato Corner Intellectual Property; and more;
- Documents evidencing Defendants’ continued use of the Potato Corner Intellectual Property, including documents used or created by Defendants containing the Potato Corner Intellectual Property, photographs of Potato Corner outlets owned and/or operated by Defendants, and more;
- Correspondence between SPAVI and Defendants, including the notice of termination of any license of the Potato Corner Intellectual Property sent on May 31, 2024;
- Correspondence between SPAVI and franchisees of the Potato Corner not owned or operated by Koren or the Koren Affiliates, including correspondence relating to SPAVI’s termination of any license of the Potato Corner Intellectual Property sent after May 31, 2024;

- 1 • Actual, purported, proposed, negotiated, drafted, amended, abandoned,
2 terminated, or ongoing agreements (whether written, verbal, or implied) between
3 any of the Defendants, on the one hand, and any other person governing the
4 ownership or use of Potato Corner Intellectual Property;
- 5 • Communications between, among, sent to, or received from, any of the
6 Parties related to ownership or use of Potato Corner Intellectual Property; and
- 7 • Documents filed in support of and relating to the preliminary injunction
8 entered in this action, including Defendants' compliance and non-compliance
9 therewith (Dkt. 56).

10 SPAVI anticipates that there are additional, presently undetermined categories
11 of documents relevant to the issues in this action that it may use to support its causes
12 of action. SPAVI expressly reserves the right to supplement and/or amend its
13 identification of such categories of documents after discovery commences.

14 **III. DAMAGES**

15 SPAVI is not in a position to calculate a precise computation of damages or
16 identify categories of documents in support of its damages calculations at this early,
17 pre-discovery stage. Nonetheless, SPAVI identifies the following categories of
18 damages that it intends to seek in this action:

- 19 1. SPAVI's actual damages, including but not limited to lost profits,
20 reputation harm, damages arising from any diminution of the value of the Potato
21 Corner Intellectual Property, and damages pursuant to 15 U.S.C. Sections 1114,
22 1117, and 1125, which SPAVI may request that the Court treble under those
23 statutes;
- 24 2. Damages in an amount of the reasonable value of royalties incurred
25 during the operation of SPAVI's terminable at will, fully revocable license of the
26 Potato Corner Intellectual Property;
- 27 3. The named Defendants' profits in an amount that will be calculated
28 once Defendants provide SPAVI with the requested documents demonstrating the

1 same, including pursuant to 15 U.S.C. Section 1117(b) and 1125, which SPAVI may
2 request that the Court treble under those statutes;

3 4. SPAVI's attorneys' fees and costs incurred in this action, pursuant to
4 15 U.S.C. Section 1117(a);

5 5. Punitive damages in an amount to be determined at trial;

6 6. Corrective advertising in an amount sufficient to address the confusion,
7 reputational harm, and other injuries to SPAVI and the Potato Corner brand
8 resulting from Defendants' conduct; and

9 7. Pre- and post-judgment interest.

10 SPAVI also seeks injunctive relief, equitable relief, and a declaratory
11 judgment as described in its Prayer for Relief in its operative First Amended
12 Complaint (Dkt. 65). SPAVI expressly reserves the right to supplement and/or
13 amend its identification and computation of damages after discovery commences.

14 **IV. INSURANCE**

15 SPAVI is not presently aware of any applicable insurance agreement
16 applicable to this action.

17
18 DATED: February 14, 2025

ERVIN COHEN & JESSUP LLP

Michael D. Murphy

Kenneth P. Hsu

21
22 By: /s/ Michael D. Murphy

23 Michael D. Murphy

24 Attorneys for Plaintiff SHAKEY'S PIZZA
25 ASIA VENTURES, INC.
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PROOF OF SERVICE

2:24-cv-04546-SB(AGRx)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Los Angeles, State of . My business address is 9401 Wilshire Boulevard, Twelfth Floor, Beverly Hills, CA 90212-2974.

On February 14, 2025, I served true copies of the following document(s) described as **PLAINTIFF SHAKEY'S PIZZA ASIA VENTURES, INC.'S INITIAL DISCLOSURES PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 26(A)(1)** on the interested parties in this action as follows:

Arash Beral, Esq. Attorneys for Defendants
Todd M. Malynn, Esq.
Victor Sandoval, Esq.
BLANK ROME LLP
2029 Century Park East, 6th Floor
Los Angeles, California 90067
Telephone: (424) 239-3400
Facsimile: (424) 239-3434
Email: Arash.beral@blankrome.com
Todd.malynn@blankrome.com
Victor.sandoval@blankrome.com

BY E-MAIL OR ELECTRONIC TRANSMISSION: I caused a copy of the document(s) to be sent from e-mail address khsu@ecjlaw.com to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on February 14, 2025, at Beverly Hills, California.

/s/ Kenneth P. Hsu
Kenneth P. Hsu